

STATE OF ALASKA

BILATERAL AMENDMENT TO STANDARD CONTRACT FORM Goods and Non-Professional Services

1. Agency Contract Number
2018-0400-3944
2. Contract Title
Merchant Card Processing Contract
3. Optional Renewal? Yes No X
4. Financial Coding
N/A
5. Agency Assigned Encumbrance Number
N/A
6. Amendment No.
One

This Amendment ("Amendment") to the Standard Contract Form is between the State of Alaska Department of Revenue, ("State") and U.S. Bank National Association ("Contractor"). The Appendices and all attachments to the Standard Contract Form are collectively referenced herein as the "contract."

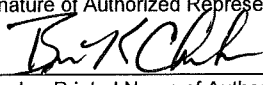
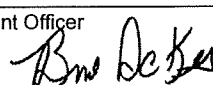
7. Department of				
Revenue, State of Alaska				
8. Contractor				
Wells Fargo Bank, National Association				
Mailing Address	Street or P.O. Box	City	State	ZIP Code
1500 Broadway	#T3203-025	Lubbock	TX	79401-0001

9. This Amendment Serves To:

- Update the pricing matrix, Appendix D, to include services for Clover, Authorize.Net, PayPal Payflow Pro and Wells Fargo E-Bill Express.
- Include in the contract an addendum related to 'Special Provisions Regarding Clover Service
- Update ARTICLE 2, the order of precedence, as follows:

ARTICLE 2. Performance of Contract and Order of Precedence: In the event a conflict exists among the following agreements and/or documents that have been dually accepted by the State and Contractor, the order of precedence for conflict resolution is as follows:

- Appendix A (General Conditions), Items 1 through 19, govern contract performance.
- Appendix B1 sets forth the liability and insurance provisions of this contract.
- Appendix C sets forth the scope of work/services to be performed by the contractor.
- Appendix D – Payment for Services
- Appendix E – RFP 2018-0400-3944 issued by the Department of Revenue (except for Wells Fargo exceptions to RFP 2018-0400-3944 in Contractor's proposal)
- Appendix F – Proposal submitted by Wells Fargo Bank, N.A. on October 1, 2018
- Appendix G – Wells Fargo Merchant Services Program Guide
- Appendix H – Wells Fargo Master Agreement for Treasury Management Services
- Appendix I – Special Provisions Regarding Clover Service

10. CONTRACTOR	11. CONTRACTING AGENCY
Name of Firm	Department/Division
Wells Fargo Bank, National Association	Revenue/Treasury
Signature of Authorized Representative	Signature of Procurement Officer
	
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer
Brennan K. Church, VP	Bronze Ickes
Date	Date
12/19/2019	12/19/2019

APPENDIX D PAYMENT FOR SERVICES

Contractor shall settle transactions to a financial institution, as directed by the State. Contractor guarantees the processing and receipt of all settlement funds due and owing as a result of merchant card activity under the Agreement (as described in the Wells Fargo Merchant Services Program Guide), provided all applicable rules have been followed and in accordance with the terms of this Agreement. The gross amount of all sales transactions shall be transmitted to the State's bank account. Subject to the terms of the Agreement, transmission of funds to the State's bank account will be within two business days after the sales data has been properly transmitted to Contractor. Interchange and processing fees shall be settled separately from sales transactions. Interchange, processing fees, and applicable equipment fees shall be settled by Contractor on a monthly basis within five business days after month end, unless the transaction has been conveyed to and is being settled by another card organization. All other fees or charges will be settled as they occur. Settlement of all sales and fee transactions will be made by Automated Clearing House (ACH) transaction.

This section is not intended to cover new products, new reporting offerings, new types of cards, or any new services that are not currently utilized by the State. If the State requests Contractor to provide new or other services for which Contractor normally assesses a charge, and those charges are not disclosed in Appendix D, the Fee Schedule, Contractor need not perform the service until it and the State agree on the charge to be assessed. Contractor may not charge for the service if it performs the service prior to the State agreeing to a charge.

All charges included in the Fee Schedule are fixed for the term of the contract. Contractor may change the interchange and assessment charges upon notification by an association, and by providing advance notice of the changes to the State.

Total compensation to Contractor under this Appendix D of the agreement shall not exceed the amount authorized on the Standard Contract Form.

FEE SCHEDULE

ITEM DESCRIPTION	OCCURRENCE	RATE/FEE
<u>Transaction Processing Fee</u>		
Merchant Discount Rate (VISA, MasterCard, Discover)	Dollar Volume	0.0178%
Merchant Processor Fee (VISA, MasterCard, Discover)	Per Transaction	NC
VISA Network Access and Brand Usage Fee	Per Transaction	Pass-through
VISA Interchange Percentage	Dollar Volume	Pass-through
VISA Interchange Fee	Per Transaction	Pass-through
VISA Assessment Fee	Per Transaction	Pass-through
VISA Settlement Fee	Per Transaction	Pass-through
MasterCard Network Access & Brand Usage Fee	Per Transaction	Pass-through
MasterCard Interchange Percentage	Dollar Volume	Pass-through
MasterCard Interchange Fee	Per Transaction	Pass-through
MasterCard Assessment Fee	Per Transaction	Pass-through
MasterCard Settlement Fee	Per Transaction	Pass-through
American Express Network Access Fee	Per Transaction	Pass-through
American Express EDC Authorization	Per Transaction	N/A
American Express EDC Capture	Per Transaction	N/A
Discover Network Access Fee	Dollar Volume	Pass-through
Discover EDC Authorization	Per Transaction	N/A

ITEM DESCRIPTION	OCCURRENCE	RATE/FEE
Discover EDC Capture	Per Transaction	N/A
ACH Reject	Per Transaction	\$10.00
Signature Debit	Dollar Volume	0.0178%
PIN Debit	Per Transaction	\$0.035
Foreign Handling Fee (on non-US Issued VISA/MasterCard)	Dollar Volume	NC
Authorize.net & PayPal PayFlow Pro One-Time Setup Fee	Per Setup	\$25.00
Authorize.net & PayPal PayFlow Pro Monthly Hosting Fee	Per Month	\$10.00
Authorize.net & PayPal PayFlow Pro Authorization Fee	Per Transaction	\$0.03
E-BILL EXPRESS <5K BILLS	Monthly	\$200.00
E-BILL EXPRESS-CREDIT CARD PAYMENT	Per Transaction	\$0.23
E-BILL EXPRESS-ACH PAYMENT	Per Transaction	\$0.23
E-BILL EXPRESS IVR	Per Minute	\$0.13
EBILL EXPRESS PER TEXT FEE In & Outbound messages	Per Message	\$0.04
E-BILL EXPRESS-AR FILE VIA SAFE	Monthly	\$150.00
E-BILL EXPRESS FILE VIA SAFE	Per Bill	\$15.00
EBILLEXPRESS- RECORD LOADED - Capped at 4,250 invoices for PDF & HTML & 1,750 for Summary presentment	Per Bill	\$0.07
E-BILL EXPRESS CREDIT MEMOS	Monthly	\$250.00
E-BILL EXPRESS SETUP <5K BILLS	N/A	NC
E-BILL EXPRESS CUSTOM SERVICES	Per Hour	\$250.00
<u>Equipment Related Charges</u>		
FD130 Terminal	Per Device	\$207.00
FD410 Cellular Terminal - No Longer Sold	Per Device	N/A
Wireless Setup Fee	Per Device	\$25.00
Wireless Monthly Access Fee	Per Device /	\$15.00
Clover Go NFC Reader V2	Per Device	\$68.00
Clover Station (V2)	Per Device	\$859.00
Clover Cash Drawer	Per Device	\$58.65
Clover P 500 printer	Per Device	\$194.65
Clover P550 printer	Per Device	\$237.15
Kitchen Receipt Printer	Per Device	\$252.00
Clover 2D Bar Code Scanner	Per Device	\$125.00
Clover Flex (V2)	Per Device	\$409.00
Clover Mini 2 LTE & WIFI	Per Device	\$540.00
Clover Flex Travel Kit	Per Device	\$28.00
Swivel Stand for Clover Mini	Per Device	\$50.00
Browser-Based Virtual Terminal Set up	Per Merchant	NC
Browser-Based Virtual Terminal Monthly Fee	Per Merchant /	\$30.00
Terminal Reprogramming Fee (For terminals already owned	Per Terminal	\$75.00
Terminal Reprogramming Fee (For integrated terminals	Per Terminal	\$150.00
Security Swap Fee of PIN Debit device (For PIN Pads already owned by the State)	Per Terminal	\$10.00

ITEM DESCRIPTION	OCCURRENCE	RATE/FEE
<u>Other Transaction Fees</u>		
Tokenization and Encryption	Per Transaction	NC
Address Verification	Per Transaction	\$0.01
Voice Authorization	Per Transaction	\$0.50
Charge Backs	Per Transaction	\$5.00
Refunds	Per Transaction	NC
<u>Other Items</u>		
Non-Validation PCI Compliance Fee	Per Merchant / Month	\$25.00

Wells Fargo Merchant Services, L.L.C. - ("WFMS") - Pricing Terms

State of Alaska

Proposal Date: 12/10/19

eReceivables Consultant: Todd Reed

Assumptions	
Credit Card Volume	\$165,000,449
Average Transaction Size	\$130
Number of Locations	213
Anticipated Interchange ¹¹ Levels	Public Sector: 032 020/038/307 Emerging Markets: 013 011/038/306 Retail: 001 009/023/310 MOTO w/ AVS (CNP): 003 011/034/314 Internet: 020 089/077/317 B to B (Purchase Card): 010 122/172/202
MCC Code	Various - Refer to "Additional Notes" Section of Pricing Terms
MCC Description	Various - Refer to "Additional Notes" Section of Pricing Terms
American Express® Industry Type	Various - Refer to "Additional Notes" Section of Pricing Terms
Discover® Network Card Program	Yes
Communications Method	Frame Relay /IPN
Gateway	Other Gateway - Direct Bill to Client, Authorize.net, PayPal Payflow Pro
Pricing Option	Interchange + Assessments + Access Fees + Rate

Credit Card Processing Fees ¹
Interchange Plus the Following Fees:

0.0178% On Gross Visa®, MasterCard®, Discover® Network Card and American Express Sales

\$0.0018 VI Base II System File Fee Assessed on all Visa transactions, including sales, returns, reversals, chargebacks, and reversed chargebacks This fee is also disclosed on the Payment Networks Pass-Through Fees schedule (see Applicable Fee Schedules below).

\$0.0018 MC AccessFe Assessed on each gross sales transaction

PIN Debit & Electronic Benefits Transfer (EBT) Processing Fees

\$0.035 Per PIN Debit Transaction (applies to completed and declined transactions)

EBT NOT ENTITLED

Applicable PIN Debit Network, Switch, Service and Administrative fees are passed through on all PIN Debit transactions (completed and declined). Applicable PIN Debit Network Interchange fees are passed through on completed PIN Debit transactions only.

Applicable Fee Schedules:

Payment Networks Qualification Matrix <https://www.wellsfargo.com/biz/creditinterchangeplus>

Payment Networks Pass-Through Fees <https://www.wellsfargo.com/biz/merchantpassthroughfees>

Wells Fargo Fixed Acquirer Network Fee for Visa® Accepting Merchants <https://www.wellsfargo.com/visanetworkfee>

PIN Debit Networks Fee Schedule (if applicable) <https://www.wellsfargo.com/biz/merchantdebitfees>

Dues, assessments and pass-through fees are disclosed in the schedules above.

Fee schedules are updated periodically. To obtain the current applicable fee schedules, please refer to the URLs above for more information. If you do not have internet access, please contact your Merchant Card Representative and request that a copy of the applicable fee schedules be mailed or faxed to you.

As noted in your Merchant Agreement, Payment Networks change their rates/fees from time to time. They are likely to revise rates/fees on 10/19/2019. To learn more about impacts to fee schedules resulting from Payment Network changes, please visit the URLs above or request an updated schedule.

Other Processing Fees

Set-Up Fee	\$ -	per location
Internet Set-Up Fee (Applies to any location utilizing Authorize.net or PayPal Payflow Pro)	\$ 25.00	per location
Monthly Minimum Processing Fee ⁹	\$ -	per month
Chargeback Fee ²	\$ 5.00	per chargeback
Monthly Service Fee (per location)	\$ -	per month
Internet Monthly Service Fee (Applies to any location utilizing Authorize.net or PayPal Payflow Pro)	\$ 10.00	per month
Wireless Set Up Fee (per terminal)	\$ 25.00	one time
Wireless Monthly Access Fee (per terminal)	\$ 15.00	per month
Clover TM Services Fees (per Device ID) ¹⁵	\$ 30.00	per month
Statement Billing Fee (Paper Statement) ⁷	\$ -	per month
ACH Reject Fee	\$ 10.00	per reject
Voice Authorization Fee	\$ 0.50	per attempt
Annual Fee	\$ -	per location
Authorization/EDC Fee - Visa, MasterCard, Discover Network Card (Credit and Non-PIN Debit) ³	N/A	per attempt
Authorization/EDC Fee - American Express (Credit and Prepaid) ³	N/A	per attempt

Wells Fargo Merchant Services, L.L.C. - ("WFMS") - Pricing Terms
State of Alaska
Proposal Date: 12/10/19
eReceivables Consultant: Todd Reed

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Average Transaction Size	\$130
Number of Locations	213
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MCC Code	Various - Refer to "Additional Notes" Section of Pricing Terms
MCC Description	Various - Refer to "Additional Notes" Section of Pricing Terms
American Express® Industry Type	Various - Refer to "Additional Notes" Section of Pricing Terms
Discover® Network Card Program	Yes
Communications Method	line charges quoted separately Frame Relay / IPN
Gateway	Other Gateway - Direct Bill to Client, Authorize.net, PayPal Payflow Pro
Pricing Option	Interchange + Assessments + Access Fees + Rate

Other Processing Fees Continued

Interchange Clearing Fee ¹²	
Applies to Visa, MasterCard, Discover Network Card (Credit and Non-PIN Debit) and American Express (Credit and Prepaid)	N/A on gross sales volume
Internet Authorization Fee	
(Applies to any location utilizing Authorize.net or PayPal Payflow Pro. This fee will be added to the existing Visa, MasterCard, Discover Network Card, American Express (Credit and Prepaid), American Express EDC and Discover EDC Authorization Fee.)	
	\$ 0.03 per attempt
Electronic Address Verification Service Fee	\$ 0.01 per attempt
Voice (Manual) Address Verification Fee	\$ 2.00 per attempt
Annual Compliance Support Fee ⁵	\$ - per location
PCI Compliance Service Program Fee ⁶	\$ - per month, per location
Non-validation PCI Compliance Fee ⁸	\$ 25.00 per month, per location
Foreign Handling Fee (on non-US issued Visa/MasterCard transactions/sales)	0.00% per transaction amount
American Express EDC and Discover EDC Authorization ⁶	N/A per attempt
American Express EDC and Discover EDC Capture	N/A per attempt
Terminal Reprogramming Fee (Terminal) - Applies to Customer Owned Terminals Only	\$ 75.00 per unit
Terminal Reprogramming Fee - Integrated Terminal - Applies to Customer Owned Integrated Terminals Only	\$ 150.00 per unit
Security Swap Fee for PIN Debit - Applies to Customer Owned PIN Pads Only	\$ 10.00 per unit
Card Imprinter Option	N/A per imprinter
Rush Shipping Option	N/A

- 1) Clients may elect to participate in the Discover Network Card program or the Discover EDC program, but not both. Under the "Discover Network Card program," Clients receive all Discover-related authorization, processing and settlement services from WFMS. Under the "Discover EDC program," Clients enter into a direct agreement with Discover, and WFMS provides only authorization and capture services related to Discover Network Cards. Clients may also elect to participate in the American Express program or the American Express EDC program, but not both. Under the "American Express program," Clients receive all American Express-related authorization, processing and settlement services from WFMS. Under the "American Express EDC program," Clients enter into a direct agreement with American Express, and WFMS provides only authorization and capture services related to American Express Cards. In all cases, any services provided by WFMS for Discover and American Express transactions are subject to the terms of Client's Agreement with WFMS.
- 2) Client acknowledges and understands that an authorization only indicates the availability of the Cardholder's credit at the time the authorization is requested. It does not warrant that the person presenting the card is the rightful Cardholder, nor is it an unconditional promise or guarantee that Client will not be subject to a chargeback or debit.
- 3) Authorization/EDC Fee applies to Visa and Discover Network Card credit authorizations, all Visa, MasterCard, Discover Network Card and American Express approvals (pre-authorizations, authorizations and authorization reversals), denials, batch inquiries, batch entry transactions and includes any transaction fees and capture fees. This fee does not apply to Discover EDC and American Express EDC.
- 5) The Annual Compliance Support Fee will be assessed and deducted from Client's Settlement Account at each anniversary date after the effective date.
- 6) American Express EDC/Discover EDC Authorization Fees apply to all approvals (pre-authorizations, authorizations and authorization reversals), denials, batch inquiries and batch entry transactions.
- 7) The monthly Statement Billing Fee can be waived if Client elects to access the monthly statement online instead of receiving a paper copy by mail. After Business Track access has been activated, please contact Customer Service at 1-800-451-5817 to request that paper statements no longer be mailed. If Business Track access is terminated by Client or as a result of inactivity, paper statements will be reinstated with the applicable monthly Statement Billing Fee. Enroll anytime at businesstrack.com.

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American Express® Industry Type	Various - Refer to "Additional Notes" Section of Pricing Terms
Discover® Network Card Program	Yes
Communications Method	line charges quoted separately Frame Relay / IPN
Gateway	Other Gateway - Direct Bill to Client , Authorize.net, PayPal Payflow Pro
Pricing Option	Interchange + Assessments + Access Fees + Rate

- 8) The monthly PCI Compliance Service Program Fee and Non-validation PCI Compliance Fee are part of the mandatory PCI Compliance Service Program. These fees apply to Level 4 Clients who utilize a gateway or value added reseller (VAR). The program includes access to TrustKeeper, a Trustwave PCI Compliance solution to help Client comply with the Payment Card Industry Data Security Standards (PCI DSS) requirements. Clients are required to register and complete a PCI DSS certification process by visiting <https://pci.trustwave.com/wellsfargo>. If Client does not comply or fails the PCI DSS certification process, Client will be charged a monthly Non-validation PCI Compliance Fee until the account becomes compliant.
- 9) If the total discount fee billed to the Client for Visa, MasterCard, Discover Network Card and American Express transactions in one month is less than the Monthly Minimum Processing Fee, then an additional fee will be charged to the Client equal to the Monthly Minimum Processing Fee less the total discount fee.
- 11) American Express charges Program Pricing fees and not interchange. Program Pricing fees and interchange fees are subject to change.
- 12) The Interchange Clearing Fee (ICF) will be charged on transactions that may be considered higher risk and/or are processed at a higher expense level. These types of transactions can be identified on Client's Payment Networks Qualification Matrix by looking at the "ICF applies" column. If the interchange program level has been identified by a "YES" in this column, then the ICF will apply to that type of transaction.
- 13) A TransArmor authorization fee that applies to Visa, MasterCard and Discover Network Card (Credit and Non-PIN Debit), Discover EDC, American Express, American Express EDC, PIN Debit and EBT authorizations. The TransArmor authorization fee may be billed under one or more of the following statement descriptors: (i) TransArmor Token & Encrypt, (ii) TransArmor Token Only or (iii) TransArmor Token Registration.
- 14) A fee that applies to each unique conversion of: (i) a Primary Account Number to a Token or (ii) a Token to a Primary Account Number.
- 15) If Client purchases or leases the Clover Flex, Clover Mobile and/or the Clover Mini device(s) and does not have a Clover Station on the same merchant account number, then the Clover Services Fee does not apply and will not be charged. If Client purchases or leases the Clover Flex, Clover Mobile and/or the Clover Mini device(s) with the Clover Station(s) or already has the Clover Station(s) on the same merchant account number, then the Clover Services Fee will apply only to the Clover Station(s).
- 16) The price for the Clover Station includes the Clover Software and Clover Station Kit.
- 17) The price for the Clover Flex and/or the Clover Mini device(s) includes the Clover Software (Payments Plus) and a starter kit. If Client chooses to upgrade to an advanced version of the Clover Software at the time of activation or later through the Clover Application Marketplace, additional fees may apply and will be billed directly by Third Parties and not WFMS.

If Client has selected to accept TeleCheck Services, see Part III - Section 1 of the Program Guide for the terms and conditions. If applicable, the Additional Services page will contain the fees and rates billed to Client by TeleCheck.

If Client does not follow proper authorization procedures, a \$50 chargeback handling fee will be assessed on MasterCard transactions.

American Express may charge Client an excessive disputes fee in the amount of \$5 for each Disputed Charge if Client is in American Express' Immediate Chargeback Program or \$15 for each Disputed Charge if Client is not in the Immediate Chargeback Program.

Client is responsible for any charges assessed by outside third parties that are not disclosed on the proposal. To the extent that this pricing proposal includes pricing for third party products and services, WFMS disclaims legal liability and responsibility for said products and services. Client's agreement with the third party provider shall govern Client's relationship with the third party provider. In the event that WFMS is billed for the third party's services, Client will reimburse WFMS for such services.

Client acknowledges and understands that WFMS shall have no responsibility or liability for any third party hardware or software procured and used by Client. To the extent Client has any issues, concerns or liability related to such hardware or software, Client must deal directly with the third party provider from whom Client procured the hardware or software. In no event will WFMS be responsible for any indirect, incidental or consequential damages that Client may incur as a result of using any third party hardware or software.

WFMS' proposal and associated pricing is based on the information provided. Any difference to our stated understanding may affect the proposed pricing. Without a signed agreement, this proposal expires 120 days from the proposal date stated above.

See Section 42.3 of the Program Guide for early termination fees.

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State of Alaska

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Discover® Network Card Program	Yes
Communications Method	line charges quoted separately Frame Relay / IPN
Gateway	Other Gateway - Direct Bill to Client , Authorize.net, PayPal Payflow Pro
Pricing Option	Interchange + Assessments + Access Fees + Rate

Rounding. In the event the amount being billed to Client for any line item on this pricing proposal includes a total ending in less than a full cent, WFMS will either round such amount up or down to the nearest cent.

Fees for supplies, shipping, handling, and applicable sales tax may apply and are subject to change without notice. Additional information is available upon request.

By acknowledging these Pricing Terms, Client is expressly agreeing that WFMS may share all of Client's personally identifiable information (for example, postal and email addresses, tax identification numbers, names and social security numbers of the authorized signer on the Client's Agreement with WFMS, account information, etc.), as well as Client's American Express transaction information (for example, all information required by American Express evidencing charges or credits, including information obtained at the point of sale, information obtained or generated during authorization and settlement, and any chargeback or other fee information related to an American Express payment card transaction), with American Express. American Express may use and share this information to perform its responsibilities in connection with the American Express payment card acceptance services that Client receives under the Client's Agreement with WFMS. American Express may also use and share this information to promote the American Express Network, to perform analytics and create reports, and for any other lawful business purpose including to call Client or send Client communications or materials via direct mail, email, SMS, text or facsimile regarding American Express products, services and resources available to Client. Client consents and agrees to receive autodialed, automated and/or prerecorded calls and communications (which may include SMS or text messages) at the telephone number(s) Client has provided. If Client has provided a fax number, Client consents and agrees to receiving fax communications from American Express. In connection with the foregoing, Client understands that the calls made or communications sent to Client by American Express may be subject to charges or fees by Client's telecommunications or other applicable service provider that are Client's responsibility to pay. If Client does not wish to receive marketing or other communications from American Express, or if Client wishes to discontinue accepting American Express payment cards, Client must contact WFMS at 1-800-451-5817 to disable Client's American Express acceptance services, and Client will no longer be permitted to accept American Express payment cards.

The Operating Procedures include summaries of some of the key rules and regulations from the Card Payment Networks that merchants must adhere to in connection with their card acceptance practices. For example, they describe the process for submitting card transactions for payment, obtaining authorizations, responding to chargebacks and media retrieval requests, and other aspects of our services. Client is required to comply with these Operating Procedures in addition to all other applicable payment network rules. THE OPERATING PROCEDURES ALSO INCLUDE ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO CLIENT'S AMERICAN EXPRESS CARD ACCEPTANCE. BY ACCEPTING AMERICAN EXPRESS CARDS AFTER THE EFFECTIVE DATE OF THESE PRICING TERMS, CLIENT IS EXPRESSLY AGREEING THAT THE TERMS AND CONDITIONS OF CLIENT'S AGREEMENT WITH WFMS, INCLUDING THE TERMS AND CONDITIONS OF THE OPERATING PROCEDURES, ALSO APPLY TO CLIENT'S AMERICAN EXPRESS ACCEPTANCE. To obtain the latest copy of the Operating Procedures that includes updates from American Express, please download them from this website: www.wellsfargo.com/merchantoperatingguide. Client may also contact WFMS at 1-800-451-5817 to request a paper copy of the Operating Procedures.

Additional Notes Continued:

<u>MCC Code</u>	<u>MCC Description</u>
4111	LOCAL PASSENGER TRANS.
4784	TOLL AND BRIDGE FEES
4900	UTILITIES-ELECTRIC,GAS,WATER
5999	MISC. AND SPECIALTY RETAIL
7523	AUTOMOBILE PARKING LOTS
7991	TOURIST ATTRACTIONS & EXHIBITS
7999	AMUSEMENT & RECREATION SERVICES
8011	DOCTORS, PHYSICIANS

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Discover® Network Card Program	Yes
Communications Method	Frame Relay / IPN
Gateway	line charges quoted separately Other Gateway - Direct Bill to Client, Authorize.net, PayPal PayflowPro
Pricing Option	Interchange + Assessments + Access Fees + Rate

Additional Note Continued:

<u>MCC Code</u>	<u>MCC Description</u>
8071	MEDICAL & DENTAL LABORATORIES
8099	MEDICAL SERVICES & HEALTH PRACTITIONERS
8220	COLLEGES, UNIVERSITIES,
8299	SCHOOLS & EDUCATIONAL SVCS
9211	COURT COSTS
9222	FINES
9311	TAX PAYMENTS
9399	GOVERNMENT SERVICES, NOT ELSEWHERE

<u>American Express Industry Type</u>	<u>Anticipated Program Pricing Levels</u>
Services & Professional Services	972 / 973
Education	9E9 / 9F0
Emerging Market	9H3 / 9H4
Government	9G1 / 9G2
Healthcare	912 / 913
Travel & Entertainment	984 / 985
Retail	960 / 961

Processing Solutions			
Type	Quantity	Financing Method	Total w/o TAX
FD130	100	Purchase	\$207.00 per terminal
Authorize.net	1	Purchase	N/A
PayPal PayFlow Pro	1	Purchase	N/A
Clover GO NFC Reader (V2)	10	Purchase	\$68.00 per reader
Other Gateway - Direct Bill to Client		Customer Owned	N/A
Clover Station (V2) ¹⁶	25	Purchase	\$859.00 per station
Clover Software ¹⁶	25		
Clover Cash Drawer	25	Purchase	\$58.65 per drawer
Clover P500 Printer Basic	30	Purchase	\$194.65 per printer
Clover P550 Printer NFC	30	Purchase	\$237.15 per printer
Kitchen Receipt Printer	40	Purchase	\$252.00 per printer
Clover 2D Bar Code Scanner	40	Purchase	\$125.00 per scanner
Clover Flex (V2) ¹⁷	300	Purchase	\$409.00 per unit
Clover Mini 2 LTE & WiFi ¹⁷	200	Purchase	\$540.00 per unit
Clover Software ¹⁷	360		
Clover Flex Travel Kit	125	Purchase	\$28.00 per kit
Swivel Stand for Clover Mini	150	Purchase	\$50.00 per stand

*Prices and equipment availability are subject to change without notice.

Appendix I

Special Provisions Regarding Clover Service

This Addendum to Agreement: Special Provisions Regarding Clover Service (this "**Addendum**") supplements, and is hereby **made a part of, the merchant services agreement (the "Agreement", you have entered into with Wells Fargo Merchant Services, LLC ("Processor") and Wells Fargo Bank, N.A. ("Bank") or their respective predecessors or assigns.** This Addendum governs the provision of the Clover Service (as defined below) to you by Processor along with Processor's third party service providers, including Clover Network, Inc., an affiliate of First Data Merchant Services Corporation ("**Clover**"). By signing below, you are electing to receive the Clover Service and you agree to the terms and conditions set forth in this Addendum for the Clover Service.

The Clover Service is provided to you by Processor. Bank is not a party to this Addendum, and you acknowledge that **Bank is not liable to you in any way with respect to the Clover Service. For the purposes of this Addendum, the words "we," "our" and "us" refer only to the Processor and not to the Bank.**

The Clover Service, all transactions processed via the Clover Service, and other matters contemplated under this Addendum are subject to the terms and conditions of the Agreement, as applicable, except to the extent the terms of this Addendum directly conflict with another provision of the Agreement, in which case the terms of this Addendum will control.

1. **Definitions.** Capitalized terms have the meanings given to them in this Addendum or elsewhere in the Agreement.

"Application Marketplace" means the electronic marketplace provided to you via an agreement between you and Clover, through which Third Party Apps and Third Party Services are available to you at your election. For the avoidance of doubt, the Application Marketplace is not part of the Clover Service provided by Processor pursuant to this Addendum and the Agreement.

"Clover Apps" means the non-modifiable (object code) software applications loaded on a Device at the time we provide the Device to you. For the avoidance of doubt, the Clover Apps do not include Third Party Apps.

"Clover Marks" means the trademarks or service marks used by Processor and Clover in connection with the Clover Service.

"Clover Mini" means the Device that is enabled to accept payments (inclusive of credit, NFC, EMV and PIN debit) that you submit to us using the Clover Service.

"Clover Mobile Devices" means a hand-held Device that is enabled to accept payments (inclusive of credit, NFC, EMV and PIN debit) that you submit to us using the Clover Service.

"Clover Service" means the hardware, software and services delivered through the Device that are designed to assist you with the management of your business and enable payment processing at the point of service or sale, including: (a) the website through which the Clover Service is provided to you by Processor, (b) the Clover Apps, (c) other non-modifiable (object code) software that enables the Clover Apps to work on the Device, (d) the Device, and (e) any related updates or new versions of such software (including software maintenance or bug fixes), materials, documentation and derivative works released by Processor or Clover from time to time. For the avoidance of doubt, the words "software" and "services" in the preceding sentence do not include the Application Marketplace, any Third Party Apps or any Third Party Services that may be obtained by you separately from the Clover Service. The Clover Service is deemed part of the "Services," as defined in and provided under the Agreement.

"Clover Software" means Payment Plus, Register Ute or Register.

"Clover Station" means the stationary Device that is enabled to accept payments (inclusive of credit, NFC, EMV and PIN debit) that you submit to us using the Clover Service and has the Register Clover Software that is pre-provisioned.

"Customer" means a Person who makes a purchase of goods or services from you, and the transaction is processed utilizing the Clover Service.

"Customer Information" means information about your Customers (e.g., name, mailing address, e-mail address, telephone number) and other information obtained by (a) Processor or Clover in connection with your use of the Clover Service, (b) by Clover in connection with your use of the Application Marketplace, or (c) by providers of Third Party Services.

"Device" means a mobile or fixed piece of equipment, including a tablet or smartphone, or other device identified by Processor from time to time to be capable of supporting the Clover Service. For the avoidance of doubt, a Device is deemed to be "Equipment" or "Merchant Equipment" as defined in the Agreement.

"Payment Plus" means the non-modifiable (object code) software that is part of the then-current, Clover standard pre-provisioning load to certain Devices that enables:

- the initiation of electronic payments using a Device for payments processing,
- split-tender transactions,
- employee access controls, and
- access to the Application Marketplace.

Payment Plus will allow you to separately acquire through the Application Marketplace (subject to payment of applicable fees) the Register Lite or Register Clover Software.

"Register Lite and Register" are the Clover Software plus business management and non-payment processing functionality.

"Third Party Apps" means the non-modifiable (object code) software applications that are NOT loaded on a Device at the time we provide you with the Device; you must subsequently elect to install Third Party Apps onto the Device. Third Party Apps are available through the Application Marketplace via an agreement between you and the developer of the Third Party App. For the avoidance of doubt, the Third Party Apps are not part of the Clover Service provided by Processor pursuant to this Addendum and the Agreement.

"Third Party Services" are the services, products, promotions or applications provided through a Third Party App. For the avoidance of doubt, the Third Party Services are not part of the Clover Service provided by Processor pursuant to this Addendum and the Agreement.

2. **License Grant.** During the term of this Addendum, Processor grants you a limited, non-exclusive, revocable, non-transferable sublicense, without the right to further sublicense or assign in any way, to electronically access and use the Clover Service solely in the United States to manage your establishment and conduct associated point of sale activities within the United States in accordance with this Addendum. For purposes of this Addendum, "United States" does not include U.S. Territories or possessions. The Clover Service is for your internal business use only. This Addendum does not grant you any rights to the Clover Marks. All intellectual property and proprietary rights in or related to the Clover Service and the Clover Marks are and will remain the sole and exclusive property of Clover, us, or our respective vendors or licensors (as applicable), and any and all right, title and interest associated with the Clover Service not expressly granted in this Addendum are deemed withheld.

3. **Restrictions.** You may not, nor may you permit any third party, to do any of the following: (a) access or attempt to access the Clover Service (or any part) that is not intended or made available for use as authorized hereunder; (b) decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct or discover by any means any source code, underlying ideas or algorithms of the Clover Service (or any part), except to the extent that such restriction is expressly prohibited by law; (c) modify, translate, or alter in any manner, the Clover Service (or any part) or the Clover Marks; (d) create derivative works of or based on the Clover Service (or any part) or the Clover Marks; (e) except for backup and archival purposes, directly or indirectly copy the Clover Service (or any part); (f) republish, upload, post, transmit, disclose, or distribute (in any format) the Clover Service (or any part) except as permitted herein; (g) access or use (in any format) the Clover Service (or any part) through any time-sharing service, service bureau, network, consortium, or other means; (h) rent, lease, sell, sublicense, assign, or otherwise transfer your license rights to any third party, whether by operation of law or otherwise; (i) use or ship the Clover Service (or any part) outside of the United States, or access the Clover Service (or any part) from outside the United States, without in each case obtaining our advance written consent (which may be withheld for any lawful reason); (j) remove, relocate, or otherwise alter any proprietary rights notices from the Clover Service (or any part) or the Clover Marks; (k) perform or attempt to perform any actions that would interfere with the proper working of the Clover Service, prevent access to or use of the Clover Service by other users, or in our reasonable judgment impose an unreasonable or disproportionately large load on our infrastructure, network capability or bandwidth; or (l) use the Clover Service (or any part) except as permitted in Section 2.

4. **Clover Service Limitations and Requirements.**

4.1. You may access the Clover Service through your Device using a wired (ethernet) or wireless (wifi or cellular) connection to the Internet. You are solely responsible for the payment of any fees that may be imposed by your Internet/data provider. Your use of the Clover Service may be subject to: (a) the terms of your agreements with your Internet/data provider; and (b) the availability or uptime of the services provided by your Internet/data provider.

4.2. You may use the Clover Service to conduct point of sale activities of/line; transactions initiated of/line will be queued and submitted for authorization when you restore your Internet connectivity to the Clover System. However, you

assume all risk, responsibility and liability associated with any transaction that you choose to conduct while the Clover Service is used offline.

- 4.3. The Clover Service does not function with every mobile device. Processor may alter which Devices are approved as compatible with the Clover Service in our discretion from time to time.
- 4.4. Maintenance on the Clover Service may be performed from time to time, which may result in service interruptions or delays, and the Clover Service may contain errors or "bugs" that may result in failure. Neither we nor Clover will be liable for any such interruptions, delays, errors or bugs. You agree that we or Clover may contact you in order to assist you with the Clover Service and obtain information needed to identify and fix any errors or bugs.
- 4.5. You shall at all times comply with any operating procedures, requirements or guidelines regarding your use of the Clover Service that are posted on the Clover website or otherwise provided or made available to you.
- 4.6. You are solely responsible for ensuring the accuracy of all information and data regarding your business that you provide to us or Clover in connection with the Clover Service (e.g., menus loaded onto the Device). In addition, you are solely responsible for verifying that all information and data loaded onto a Device by us or Clover at your request are accurate prior to your business use of such data or such Device. We and Clover disclaim any and all liability arising out of any inaccuracies with respect to such information or data.
- 4.7. You shall comply with the following requirements in connection with your use of the Clover Service:
 - a) With respect to each Customer who requests the delivery of transaction receipts via text message or email, such Customer must enter his phone number or email address in the appropriate space displayed on the Device himself; you are NOT permitted to add or modify any Customer Information (including but not limited to phone number and email address) on behalf of a Customer.
 - b) With respect to each Customer who desires to receive marketing material or other communications from you via text message or email, such Customer must check the appropriate consent check box displayed on the Device himself; you are NOT permitted to add or modify a Customer's consent indication on his behalf.
 - c) You (or your agents acting on your behalf) may only send marketing materials or other communications to the Customer's provided phone number, street address, and/or email address if the Customer has specifically consented by checking (himself) the applicable box displayed on the Device.
 - d) You are responsible to provide and obtain any disclosures and consents related to the E-SIGN Act that may be required in connection with your communications and agreements with your Customers.
 - e) NOTWITHSTANDING THE CAPABILITY OF THE CLOVER SERVICE TO COLLECT AND STORE CUSTOMER INFORMATION AND TO ALLOW YOUR CUSTOMERS TO ELECT TO RECEIVE MARKETING MATERIALS FROM YOU, SOME STATES' LAWS MAY LIMIT YOUR USE OF SUCH INFORMATION, OR YOUR DISCLOSURE OF SUCH INFORMATION TO THIRD PARTIES, ONCE COLLECTED, EVEN IF THE CUSTOMER HAS PROVIDED HIS CONSENT. YOU ACKNOWLEDGE AND AGREE THAT (I) YOUR USE OF CUSTOMER INFORMATION OBTAINED IN CONNECTION WITH THE CLOVER SERVICE MAY BE SUBJECT TO LOCAL, STATE, AND/OR FEDERAL LAWS, RULES, AND REGULATIONS, (II) YOU ARE SOLELY RESPONSIBLE FOR KNOWING SUCH LAWS, RULES, AND REGULATIONS, (III) YOU WILL AT ALL TIME STRICTLY COMPLY WITH ALL SUCH LAWS, RULES, AND REGULATIONS, AND (IV) UPON REQUEST, YOU WILL FURNISH DOCUMENTATION SUFFICIENT FOR PROCESSOR TO ESTABLISH SAME IN ANY AUDIT OR REGULATORY REVIEW.

5. **Special Terms for Clover Flex, Clover Mobile and Clover Mini.** If you use Clover Flex, Clover Mobile or Clover Mini to obtain the Clover Services the Clover Software that enables the Clover Apps to work on the Clover Flex, Clover Mobile or Clover Mini Device may be the Register Lite or Register Clover Software unless you have previously acquired and are using a Clover Station at the time that you acquire the Clover Flex, Clover Mobile or Clover Mini Device, in which case the Clover Software that enables the Clover Apps to work on the Clover Mobile and Clover Mini Device will be the FDPRO Software; All of the other terms in this Addendum apply to your use of the Clover Services using a Clover Mobile or Clover Mini Device.

6. **Fees.** The fees that you agree to pay to Processor for the Clover Services are described in the fee schedules that accompany the Agreement. Any fees that you may agree to pay Clover or any other third party in connection with the Application Marketplace, Third Party Apps or any other Third Party Services will be assessed and collected separately by Clover or the applicable third party.

7. **Third Party Apps and Third Party Services.** The Application Marketplace enables you to obtain Third Party Services through Third Party Apps. If you decide to download Third Party Apps or use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions that apply to each Third Party App and each Third Party Service (including obtaining and maintaining any required third party hardware and/or software that is required for the Third Party Services to work with the Clover Service). You understand that your access or use of Third Party Apps or Third Party Services is at your own risk. You expressly acknowledge and agree that Third Party Apps and Third Party Services are not governed by the terms and conditions of this Addendum or the Agreement. You will have no recourse against Processor, Clover or Bank for such Third Party Services or Third Party Apps; your only recourse, if any, will be against the providers of the Third Party Apps and Third Party Services. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE APPLICATION MARKETPLACE, THIRD PARTY APPS, OR THIRD PARTY SERVICES IS DOWNLOADED AT YOUR OWN RISK. NEITHER PROCESSOR, NOR CLOVER, NOR BANK WILL BE RESPONSIBLE FOR ANY ACTIONS, OR ANY FAILURE TO ACT, OF ANY THIRD PARTY WITH RESPECT TO THE THIRD PARTY APPS, THE THIRD PARTY SERVICES, OR OTHERWISE, AND PROCESSOR, CLOVER AND BANK EXPRESSLY DISCLAIM ANY LIABILITY RELATED TO ALL THIRD PARTY APPS AND THIRD PARTY SERVICES. NEITHER PROCESSOR, NOR CLOVER, NOR BANK WARRANTS, ENDORSES, GUARANTEES, OR ASSUMES RESPONSIBILITY FOR ANY PROVIDER OF A THIRD PARTY APP, A THIRD PARTY SERVICE, OR ANY PRODUCT THAT IS ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE CLOVER SERVICE, THE CLOVER WEBSITE, OR THE APPLICATION MARKETPLACE (INCLUDING ANY WEBSITE OR SERVICE THAT IS HYPER - LINKED OR FEATURED IN ANY BANNER OR OTHER ADVERTISING), AND NEITHER PROCESSOR, NOR CLOVER, NOR BANK WILL BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND PROVIDERS OF THIRD PARTY APPS, THIRD PARTY SERVICES, OR ANY PRODUCT ADVERTISED OR OFFERED BY A THIRD PARTY.

8. **Privacy and Data Use.** All data collected from you at www.clover.com or in connection with your use of the Clover Service, including Customer Information and information about your business and employees used with or stored in or by the Clover Service (collectively, "**Account Data**"), is collected by Clover and not by Processor or Bank; therefore, the use and sharing of such Account Data is controlled by the Clover Privacy Policy (available at <https://www.w.clover.com/privacy-policy>). PLEASE NOTE THAT THE CLOVER PRIVACY POLICY IS NOT THE SAME AS THE PROCESSOR OR BANK PRIVACY POLICIES, AND YOU MUST REVIEW THE CLOVER PRIVACY POLICY TO ENSURE IT MEETS YOUR NEEDS AND IS CONSISTENT WITH THE AGREEMENT YOU HAVE WITH YOUR CUSTOMERS, as discussed in greater detail in Section 9 below. You acknowledge and agree that we may access your Account Data upon our request to Clover, and our use of your Account Data is governed by the terms set forth in the Agreement. Certain data collected by Clover or us in connection with the Clover Service may be shared with third parties, and may be used by us, Clover, or third parties for purposes of providing additional products and services to you, other merchants, or other third parties. ACCOUNT DATA IS SEPARATE FROM ANY DATA COLLECTED BY THIRD PARTIES THROUGH THIRD PARTY APPS OR THIRD PARTY SERVICES; YOU WILL BE ABLE TO REVIEW THE PRIVACY POLICIES RELATED TO THIRD PARTY APPS AND THIRD PARTY SERVICES PRIOR TO USING THE THIRD PARTY APPS AND THIRD PARTY SERVICES.

9. **Protecting Your Information.** You are solely responsible for ensuring that your account numbers, passwords, security questions and answers, login details and any other security or access information used by you to use or access the Clover Service (collectively, "**Security Information**") are kept safe and confidential, for preventing unauthorized access to and use of your Security Information, and for any liability arising from your failure to fulfill these responsibilities. You must also prevent unauthorized access to and use of any Account Data. You are responsible for all electronic communications sent to us or to Clover containing Account Data. When we receive communications containing Account Data, we assume you sent it to us, and when Clover receives communications containing Account Data, Clover assumes you sent it to them. You must immediately notify us if you become aware of any loss, theft, or unauthorized use of any Account Data (see Clover Service support center contact information below). You should not send Account Data or other confidential information to us through unsecure channels outside of the Clover Service. We reserve the right to deny you access to the Clover Service, in whole or in part, if we believe that any loss, theft or unauthorized use of any Account Data or access information has occurred.

10. **Clover Service Disclaimer.** USE OF THE CLOVER SERVICE AND CLOVER EQUIPMENT IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CLOVER SERVICE IS PROVIDED "AS IS," AND NEITHER PROCESSOR NOR CLOVER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (EXPRESS OR IMPLIED) WITH REGARD TO THE CLOVER SERVICE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR THAT THE CLOVER SERVICE WILL FUNCTION UNINTERRUPTED OR ERROR-FREE.

11. **Indemnity.** Without limiting your indemnification obligations in the Agreement, you agree to indemnify and hold us harmless from and against all losses, liabilities, damages, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- a) Your failure to comply with all terms and conditions in this Addendum;
- b) Your use, sharing or disclosure of any Customer Information obtained in connection with your use of the Clover Service in violation of this Addendum;
- c) The content or delivery of any marketing messages that you send or cause to be sent to any Customer phone number or email address collected through the use of the Clover Service; or
- d) Any other party's access and/or use of the Clover Service with your unique username, password, or other appropriate security code.

12. **Notices.** We may provide notices and other information regarding the Clover Service to you via the method(s) described in the Agreement or in the E-Sign Consent Agreement set forth below. Your notices to us regarding the Clover Service shall be delivered via the method(s) described in the Agreement.

13. **E-SIGN CONSENT AGREEMENT FOR NOTIFICATION OF DISCLOSURES RELATED TO THE CLOVER SERVICE AND THE AGREEMENT**

A. Consent

By signing this Addendum, you consent and agree that:

- i. Processor can provide disclosures required by law and other information about your legal rights and duties to you electronically.
- ii. Where required or requested, your electronic signature (via "click-through" or other method) on agreements and documents relating to the Clover Service has the same effect as if you signed them in ink.
- iii. Processor can send all communications, billing statements, amendments to this Addendum, notices, and other disclosures or information regarding the Clover Service or your use of the Clover Service or in connection with this Agreement, including but not limited to any Card Association notices (collectively defined as "Disclosures") to you electronically (1) via e-mail, (2) by access to a web site that we designate in an e-mail notice we send to you at the time the information is available, or (3) to the extent permissible by law, by access to a website that we will generally designate in advance for such purpose.
- iv. If you want a paper copy, you can print a copy of the Disclosure or download the information for your records.
- v. This consent applies to all future Disclosures sent to you in connection with this Addendum, the Agreement, or your use of the Clover Service or the Services as defined in the Agreement.

B. Legal Effect

BY consenting, you agree that electronic Disclosures have the same meaning and effect as if Processor Provided PaPer Disclosures to you. When Processor sends You an email or other electronic notification alerting you that the Disclosure is available electronically and makes it available online, that shall have the same meaning and effect as if Processor Provided a PaPer Disclosure to you, whether or not You choose to view or Print or download the Disclosure.

THIS SERVICE AGREEMENT HAS BEEN EXECUTED BY PROCESSOR (WITHOUT WET SIGNATURE) AND ON BEHALF OF AND BY THE AUTHORIZED MANAGEMENT OF CLIENT.

BY SIGNING BELOW, YOU SEPARATELY CONSENT TO THEE-SIGN CONSENT AGREEMENT ABOVE, WHICH YOU ACKNOWLEDGE IS REQUIRED FOR YOUR ACCEPTANCE OF THE CLOVER SERVICE AND PROCESSOR'S ACCEPTANCE OF THIS ADDENDUM.

PROCESSOR: Wells Fargo Merchant Services, L.L.C.